

## Terms and Conditions

Trading as: The Cornish Holiday Company.

Address:

Unit 3A, Bess Park Road Tenant Industrial Estate, Wadebridge, Cornwall PL27 6HB

### 1) The Cornish Holiday Company Status

- 1.1 The Cornish Holiday Company acts solely as an agent for the Property Owner. The rental arrangements are made by The Cornish Holiday Company on behalf of the Property Owner and the contractual relationship is directly between the Property Owner and Guest.

### 2) Bookings

- 2.1 Booking enquiries can be made via our website or [thecornishholidaycompany@gmail.com](mailto:thecornishholidaycompany@gmail.com) and telephone

- 2.2 all bookings made must be accompanied with a deposit;

- 2.3 there is a non-refundable Booking Fee of £30 per booking;

- 2.4 your booking is complete and Terms are binding once you have received confirmation from The Cornish Holiday Company and a receipt of deposit payment.

### 3) Overseas Bookings

Customers located outside the United Kingdom shall pay in pound sterling by international electronic transfer or Mastercard/Visa. Any charges for payments from overseas will be passed on to the customer.

### 4) Eligibility

The Cornish Holiday Company are essentially providing family holidays and it is our policy not to accept bookings for hen or stag parties or from groups of people under the age of eighteen years.

### 5) Property descriptions

- 5.1 Some of the information on the Website relates to shops, amenities and public houses in the surrounding area. Closure of such premises and other changes to external facilities are outside The Cornish Holiday Company' control. If The Cornish Holiday Company is aware of any material changes at the time of the Customer's booking, then it shall endeavour to inform the Customer of these changes. However, this information is provided for general information purposes and is not intended to amount to advice on which the Customer and Guests should rely. Although The Cornish Holiday Company makes reasonable efforts to ensure the information on the Website is up to date, it makes no representations, warranties or guarantees, whether expressed or implied, that the content on the Website is accurate, complete or up to date;

- 5.2 the Properties offering WiFi will have this information detailed in their description on the Website. The provision of WiFi is subject to availability and network conditions;

- 5.3 linen and towels are changed at the End Date. If the Customer requires fresh linen and towels during the Rental Period, they should contact The Cornish Holiday Company and The Cornish Holiday Company may agree to provide fresh linen and towels subject to the payment of an additional charge. There may be no charges for two week plus stays for fresh linen and towels, please discuss at time of booking to arrange a mid stay cleans.

## **6) Pets**

- 6.1** Pets are only permitted at the Property with the prior written consent of The Cornish Holiday Company and the Owner and are subject to any additional conditions imposed by The Cornish Holiday Company and the Owners. If pets are permitted, the Customer agrees that they shall be kept under control and exercised away from the Property;
- 6.2** pets are not permitted in the bedrooms or on the furniture in the Property and neither The Cornish Holiday Company nor the Owners can accept responsibility for their safety. Pets must not be left in the Property unsupervised as this can result in considerable damage to the Property and distress to the pet. A charge will be made for each pet and will be set out on the Booking Form;
- 6.3** where the description of the Property states 'Regret no pets', or the Property does not accept pets or otherwise restricts the keeping of pets at the Property, The Cornish Holiday Company or the Owners cannot guarantee that there have been no pets previously kept at the Property;
- 6.4** assistance dogs The Cornish Holiday Company welcome assistance dogs, but where the Property does not ordinarily accept a dog, The Cornish Holiday Company (as an agent acting on behalf of the Owner) must verify whether the Property can accommodate dogs with the Owner before issuing the Booking Confirmation;

## **7) The Holiday**

The customer and guests have the right to occupy the property for a holiday only (within the meaning of Schedule 1, para 9 of The Housing Act 1988)

## **8) Deposit**

- 8.1** If a booking is made 8 weeks or more before the Holiday is due to start, a minimum deposit of 25% of the rent is payable;
- 8.2** if a booking is made less than 8 weeks before the Holiday is due to start, the full rental amount must be paid;
- 8.3** a refundable Damage Deposit may be taken at the time of booking of up to £250.00 per property which shall be payable at the discretion of The Cornish Holiday Company and shall be held until the end of occupancy; this will be refunded back to the guest within 2 weeks of departure, subject to deductions for any damage to property caused during the occupancy. (For bookings greater than 2 weeks the Damage Deposit amount will be doubled.)

## **9) Final Payment**

- 9.1** Unless otherwise agreed by The Cornish Holiday Company in writing, the price for the Holiday shall be the rent for the property as set out on the The Cornish Holiday Company website; [www.thecornishholidaycompany.co.uk](http://www.thecornishholidaycompany.co.uk) at the time of booking.
- 9.2** as soon as the booking is received and accepted by The Cornish Holiday Company, the Guest is liable for payment of the balance of the rent, along with any additional charges;
- 9.3** payment of the rent and additional charges are payable to The Cornish Holiday Company 8 weeks before the start of the Holiday ("the Due Date") and non-payment by the Due Date may be treated as a cancellation;
- 9.4** if payment is not received by the Due Date, then the Guest will lose their booking and the deposit will be forfeit;
- 9.5** The Due Date will be set out on the Booking Confirmation.

## **10) Changing a Booking**

- 10.1** If you wish to change any of your booking details e.g. number of guests, to transfer to a different property or to change the dates, at any time prior to the 8 weeks before your arrival date, then there will be a minimum charge of £30 administration fee.

## 11) Cancellation by Guests

- 11.1 A booking can only be cancelled prior to the start of the Holiday;
- 11.2 Once your booking has been confirmed if you wish to cancel you should notify us in writing (“Cancellation Notice”). The day The Cornish Holiday Company receives your Cancellation Notice is the date on which your booking is cancelled;
- 11.3 In the event that a Cancellation Notice is received by The Cornish Holiday Company, a cancellation charge is payable depending on the number of days before the start date. The amount payable is set out below:

Number of days before the start date	Cancellation Charge (as percentage of the Rental Fees)
0 - 13 days	100%
14 - 27 days	75%
28 - 55 days	60%
56 days or more	Deposit

- 11.4 We strongly recommend that you take out holiday insurance which includes holiday cancellation cover.

## 12) Cancellation by The Cornish Holiday Company

- 12.1 If the property, which you have selected and booked, becomes unavailable or unusable for any reason prior to the start date of your holiday, The Cornish Holiday Company will contact you immediately and will use reasonable endeavours to find a suitable alternative with which you are in agreement. If an alternative property is unavailable, you will be reimbursed any sums received from you in respect of the booking contract,

## 13) Price Changes

- 13.1 The Cornish Holiday Company has made all reasonable efforts to accurately describe the property in the information that we publish;
- 13.2 The Cornish Holiday Company cannot accept responsibility for errors contained in the information or any mis-description as a result of inaccurate information given to it by the Owner;
- 13.3 You and the Guest acknowledge that minor differences may arise between the information given and the actual property itself;
- 13.4 The Cornish Holiday Company reserves the right to amend prices quoted in published information due to errors or omissions or changes but such changes shall be notified to the Guest as soon as possible;
- 13.5 The Guest shall be at liberty to cancel the booking 12 weeks prior to the holiday start date if the amended price is significantly higher than the original price quoted,

## 14) Authority to sign The Customer who completes the Booking Form agrees that:

- 14.1 they are authorised to accept these Conditions on behalf of the Guests, including those substituted or added after the Booking Confirmation is issued, and ensure that the Guests comply with these Conditions;
- 14.2 they are over eighteen years of age; and
- 14.3 They agree to take responsibility for the Guests occupying the Property, and to notify The Cornish Holiday Company if they are not a Guest.

**15) Priority**

If there is any ambiguity or inconsistency in or between these Conditions and the information on the Website, these Conditions shall prevail.

**16) Previous websites and conditions**

The Website and these Conditions replace and supersede all previous Websites and Conditions.

**17) Method of Payment**

Payments may be made by telegraphic bank transfer only.

**18) Letting commences**

Letting commences at 4.00 pm on the first day of tenancy and ends at 10.00 am on the day of departure unless notified otherwise.

**19) Liability**

- 19.1** The Cornish Holiday Company will not be liable for any act, neglect or default on the part of the Owners or any other person not within their employment or otherwise under their control, nor for any accident, damage, loss, injury, expense or inconvenience whether to person or property, which the Guest or any other person may have suffered or incurred out of, or in any way connected with the rental, unless The Cornish Holiday Company is responsible. In addition the Owners and The Cornish Holiday Company accept no liability for loss of or damage to the Guest's possessions on the Owner's property or Land;
- 19.2** The Cornish Holiday Company and the Owner shall have no liability for any non-performance of its obligations if such failure results from events, circumstances or causes beyond its reasonable control such as a breakdown of domestic appliances, internet access, mobile phone reception, plumbing or wiring and unforeseen exceptional weather conditions;
- 19.3** The Cornish Holiday Company accepts no liability for any loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings or for any indirect or consequential loss or damage of any kind however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable;
- 19.4** Nothing in these conditions excludes or limits the liability of The Cornish Holiday Company or the Owner:
- 19.4.1** for death or personal injury caused by The Cornish Holiday Company or the Owners' negligence or
- 19.4.2** under section 2, Consumer Protection Act 1987; or
- 19.5** for any matter which it would be illegal for The Cornish Holiday Company or the Owner to exclude or attempt to exclude their liability or
- 19.6** for fraud or fraudulent misrepresentation;
- 19.7** In all cases, except for personal injury or death, our liability to you for the total of all claims arising out of the letting is limited to the cost of the booking fees less any insurance or cancellation charges.

## 20) The Guests Obligation

The Guest agrees:

- 20.1 To pay for any losses or damages to the Property caused by a Guest (excluding any damage caused by fair wear and tear and the cost of any damage which may be recoverable under insurance policies). If it is proven that damage is directly attributable to the Customer or Guests then The Cornish Holiday Company, on behalf of the Owner, have the right to reclaim any costs incurred up to the sum of £500 from the card the Customer used to pay the Rental Fees. All damage or breakdowns must be reported immediately so issues can be put right before the arrival of the next guests;
- 20.2 to take good care of the property and leave it in a clean and tidy condition at the end of the letting. A cleaning service is not provided during the letting unless otherwise specified or agreed in writing with The Cornish Holiday Company;
- 20.3 to permit the Owner or Caretaker reasonable access to the property;
- 20.4 not to part with possession of the property, or share it, except with members of the party confirmed in the booking;
- 20.5 not to sell or transfer the booking to another without the written consent of The Cornish Holiday Company;
- 20.6 not to use a cot for a child over the age of 12 months; and
- 20.7 not to smoke in the Property;
- 20.8 to only use the designated parking spaces allocated (if any). Unless otherwise stated, all parking spaces shall only accommodate an average-sized car (e.g. a family hatchback). The Owner and The Cornish Holiday Company accept no liability for additional costs incurred if an alternative space is required or if the Customer or Guest's vehicle is damaged;
- 20.9 to not charge the Customer or Guest's electric or hybrid vehicle at the Property unless it is described as offering an electric vehicle charging point on the Website. The Customer and Guests further agree that they shall not use a normal domestic power socket to charge an electric or hybrid vehicle as this may cause safety risks and damage to the Property; and that notices (including notices in proceedings) must be served on the Owner at the following address: The Cornish Holiday Company 3A Bess Park Road, Tenant Industrial Estate, Wadebridge, Cornwall PL27 6HB;
- 20.10 to respect the well-being of neighbours and not to cause any annoyance or become a nuisance. Complaints from adjoining or nearby occupants to The Cornish Holiday Company properties regarding your behaviour may result in the Owner requiring you to leave the property immediately without a refund of any monies paid by you.

## 21) Breach of Contract

- 21.1 If there shall be a material breach of any of these conditions by you, the Owner or The Cornish Holiday Company reserve the right to re-enter the property and terminate the letting;
- 21.2 If there shall be a material breach of any of these conditions by The Cornish Holiday Company or the Owner, then you have the right to terminate the letting;
- 21.3 Termination of the letting pursuant to condition 13.a and 13.b does not affect that party's other rights and remedies;

## 22) Personal Data

- 22.1 The Owner shall collect the names (first names and surnames), addresses and, if the Guest is under eighteen years of age, the age of the Guests ("Contact Data"). The Owner will process the Contact Data: i. to verify the identity of the Customer and Guests who will be occupying the Property; and ii. to contact the Customer and Guests by post with information about the Owner's Property;

- 22.2 The legal basis for processing the Contact Data is the performance of a contract and the Owner's legitimate interests;
- 22.3 The Owner may pass this personal information to The Cornish Holiday Company and other third party service providers (acting as the Owner's agent) for the purpose of completing the booking and supplying the Property to the Customer and Guests;
- 22.4 The Cornish Holiday Company also obtain the Customer's personal information in the course of the sale, or negotiations for the sale, to the Customer. The Cornish Holiday Company may contact the Customer by electronic means (email or text) with relevant information, offers and similar properties. If the Customer does not want The Cornish Holiday Company to use its personal information in this way, it can opt out at any time by contacting The Cornish Holiday Company or by using the links provided in the email. The Cornish Holiday Company may also contact the Customer by postal means with marketing materials. If the Customer does not want The Cornish Holiday Company to use its personal information in this way, it can opt out at any time by contacting The Cornish Holiday Company;
- 22.5 The Cornish Holiday Company may retain the Customer's information for the period necessary to fulfil the purposes for which it was first collected unless a longer retention period is required or permitted by law. 26;

### 23) **Authority to sign**

The Customer who completes the Booking Form agrees that:

- 23.1 they are authorised to accept these Conditions on behalf of the Guests, including those substituted or added after the Booking Confirmation is issued, and ensure that the Guests comply with these Conditions;
- 23.2 they are over eighteen years of age; and
- 23.3 they agree to take responsibility for the Guests occupying the Property, and to notify The Cornish Holiday Company if they are not a Guest.

### 24) **Validity clause**

In the event that a court finds that a condition (or part of a condition) in these Conditions is invalid, unenforceable or illegal, the other conditions shall remain in force.

### 25) **Third Party Rights**

The Owner and Customer do not intend that the contract between them should be enforceable by any person solely by virtue of the Contracts (Rights of Third Parties) Act 1999.

### 26) **Governing Law and Jurisdiction**

The contract between the Owner and the Customer shall be governed by the laws of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have the exclusive jurisdiction to settle any dispute of claim arising out of or in connection with the contract or its subject matter or formation (including non-contractual disputes or claims).

### 27) **Priority**

If there is any ambiguity or inconsistency in or between these Conditions and the information on the Website, these Conditions shall prevail.

### 28) **Complaints**

Any complaints must be notified to the agent immediately so that immediate action can take place if necessary. In no circumstances will compensation be made for complaints made after the tenancy has ended.